



REQUEST FOR PROPOSAL 2/2016

TRANSPORTATION MASTER PLAN

For The Corporation of the City of Thunder Bay
-- Infrastructure & Operations – Engineering Division --

Proposal Closing Date and Time
Wednesday, June 29, 2016
at 4:00 p.m., local time

Proposals are to be Delivered to:

City of Thunder Bay
Supply Management
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue South
Thunder Bay, ON P7E 6S4

INFORMATION TO BIDDERS

Invitation to Proponents

This Request for Proposals ("RFP") is an invitation to prospective proponents to submit proposals for Consultant services for a Communication Needs Assessment, further described in in the Terms of Reference.

The successful Consultant or any sub-consultant of this procurement will not be eligible to participate in the resulting future procurement for the supply and install of the communication equipment.

Definitions

Proponents(s)/Bidder(s)/Consultant(s): means all persons, partnerships or corporations who respond to this RFP and includes their heirs, successors, and permitted assigns.

City/Owner: means The Corporation of the City of Thunder Bay

Contract: means the agreement to be entered into between the Successful Bidder and the City with respect to the supply of the Goods and or Services. It shall be based upon this RFP, with any agreed upon amendments, and shall include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the Goods or Services.

Contract Administrator: means the person, partnership, or Corporation designated by the Owner to be the Owner's representative for the purposes of this contract.

Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

May: Used in this document denotes permissive.

Must/Shall/Will: Used in this document denotes imperative.

Sub-consultant: Any consultant retained by the primary consultant to provide services.

Successful Bidder/Proponent/Consultant: means the Proponent/Consultant/Bidder whose RFP submission is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.

Submission

Proponent to submit one (1) original signed by an authorized representative (prominently marked "Original") and three (3) **hard copies** plus one (1) electronic copy in PDF format on CD-ROM, memory stick or flash drive of its proposal in a sealed package to the address shown on the cover page.

All submissions are to be clearly marked as to contents with the return label affixed to the outside of the package when provided.

The mandatory submission forms that are required to be completed and included in your submission may not be changed other than inserting the required information.

Submission Format

Hard copy submissions are to be:

- **A maximum of 12 pages**, single spaced, Arial 12 point font, with one inch margins, not including appendices. Corporate brochures, project data sheets and project team resumes, sample master plan can be inserted in appendices.
- Printed double sided
- Where possible, stapled
- Where too large for stapling, submitted in coil bindings, comb bindings, heat bound or clamped.
Binders are not to be used.

Document Fee

The City charges a non-refundable fee of **\$35.00** (inclusive of taxes) for documents payable by cheque, cash or debit. If downloaded, the fee is to be included in the submission.

Closing Date and Time

Consideration will be given to your proposal if received in the Supply Management Office not later than the date and time shown on the cover page.

The lowest cost proposal will not necessarily be accepted, and the City reserves the right to reject any and all proposals and/or re-issue the RFP in its original or revised form.

Facsimile, e-mail, or telephone proposals will not be accepted.

Late Submissions

Submissions received after the deadline will not be considered. The City will assume no responsibility for submissions that do not arrive in the Supply Management Office by the specified closing date and time. Late submissions will be returned unopened to the proponent.

Submissions in English

All submissions are to be in English. Any submission received by the City that is not entirely in the English language may be disqualified.

Grounds for Disqualification of Submission

The City will disqualify or deem submissions non-compliant for the following reasons, unless otherwise noted in this document:

- Failure to submit documents in accordance with the closing date and time on the cover page or any subsequent addenda.
- Failure to complete, sign and return submittal form provided.
- Failure to comply with any of the mandatory requirements.
- Unauthorized changes to any forms that are required to be completed and included in your submission.

Litigation

No bid shall be accepted from any Contractor, its principals, directors or any officer of that firm, or another related person (as determined by the Manager Supply Management, in his or her sole and unreviewable discretion), with whom the City is engaged in unresolved litigation.

Questions/Inquiries

Communications concerning this Request for Proposal are to be in writing and directed to;

Tina Caputo (or designate)

Supply Management

phone (807) 625-2286 - fax (807) 622-0181

e-mail tcaputo@thunderbay.ca

Inquiries must not be directed to other City employees or Elected Officials. Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be **Wednesday, June 22, 2016 at 12:00 noon, local time.**

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties. Any and all changes to the Request for Proposal will be issued by the Manager, Supply Management (or designate) in the form of a written addendum.

Acknowledgement of Addenda

If addenda are issued, their receipt is to be acknowledged by the proponent by including them as part of the proposal submission to ensure that all requirements are included in the submission. Failure to include all addenda may result in your submission not being considered. The City will assume no responsibility for oral instructions or suggestions.

Addenda will be provided to all who have registered with the City Supply Management Section. As well, they will be posted on the City's website for download. www.thunderbay.ca/supply. It is the bidder's responsibility to check the website prior to closing for any issued addenda. The City will assume no responsibility for any addendum not received.

Review of Requirements

All proponents should carefully review this solicitation for defects or questionable matter. Comments or the need for clarification must be made in writing as requested in this RFP. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Supply Management Section as per the terms set out in this Request.

Submissions shall be in accordance with City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations and the City by-Law Number 113-2011.

For additional information about the City of Thunder Bay and its policies and by-laws visit www.thunderbay.ca.

Sustainable Environmental Social Initiatives

The City is committed to a procurement process for Goods and Services that takes into account sustainable, environmental and ethical considerations. Potential partners of the City must respect fundamental human rights and treat their workers fairly and with respect. They are also expected to strive continually towards minimizing the environmental impact of their operations.

References

The submission of a proposal authorizes the City to contact all references provided. Failure to provide references and details of experience may result in this proposal not being considered. City staff, elected officials or City Departments are not to be used as references.

Freedom of Information

All proposals submitted to the City become the property of the City, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the City will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

Bidder Debriefings

Bidder debriefings will be offered for procurements valued at \$60,000 or higher and must be requested within 60 calendar days following the date of the contract award.

Collusion

The bidder declares that the prices in the bid have been arrived at independently from those of any other bidder, and will not knowingly be disclosed by the bidder prior to the award, directly or indirectly, to any other bidder or competitor.

Rights Reserved by the City

Proposals will be evaluated from firms or individuals that can demonstrate that they have the necessary staffing, facilities, experience, ability and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

The City reserves the right to inspect the bidder's facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management and suitable equipment/material will be used in the performance of this contract.

The City may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a proposal:

- independently consider, investigate, research, analyze, request or verify any information of documentation whether or not contained in any Proposal;

- conduct reference checks relevant to the Project with any or all of the references cited in a Proposal , or with any other person not listed in a Proposal, to verify any and all information regarding a Proponent, including its directors, officers and Key Individuals;
- conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the City and the firm(s) selected.

The City reserves the right without prejudice to reject any or all proposals and to determine in its own best judgement the firm best qualified to undertake this contract.

The City is not responsible for any costs incurred by the proponents in the preparation of their response to the proposal call or attendance at any selection interviews. The City will not accept responsibility for any delays or costs with any reviews or approval process.

The Evaluation Committee reserves the right to be the sole judge of the acceptability of any proposal, and also any alternative proposed, and to purchase the service which in its opinion most closely meets the operating requirements of the City.

The City, unless it otherwise states, reserves the right to award by item, or part thereof, groups of items, or all items of the proposal, and to award contracts to one or more proponents submitting identical submissions as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions and to negotiate minor changes, if in so doing, the best interest of the City will be served.

The basis of award is subject to budget availability and or Council Approval.

The City reserves the right to cancel the project without cause and without incurring any liability whatsoever if deemed in the best interest of the City to do so.

The City reserves the right to terminate the contract without notice if due to non-performance and unsatisfactory service and unsatisfactory product performance.

The City reserves the right to call in alternate services if the proponent is unable to provide the service when it is requested.

The decision of the Evaluation Committee shall be final and without recourse.

Prices must be firm for the duration of the contract.

The City reserves the right to award this contract in whole or in part without recourse or penalty that which is deemed most advantageous to the City.

The City has the right to negotiate minor changes with the proponent that presented the most attractive proposal.

The City of Thunder Bay Council shall have the final authority on all matters regarding this Request for Proposal.

This is an invitation for proposals and not a tender call.

Attachments

- Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations
- Certificate of Insurance Template

Accessibility Requirements

This condition is only to be included in our documents when we are hiring agents or consultants who either develop specifications, procure or tender items on behalf of the CTB.

In accordance with ONTARIO REGULATION 191/11 made under the ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005, agents or consultants acting on behalf of the City will incorporate accessibility criteria and features when developing specifications and or procuring goods or services on behalf of the City, except where it is not practicable to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, it shall provide, upon request, an explanation.

Schedule of Pricing

Each proponent must complete the Schedule of Pricing according to the instructions contained in the form as well as those instructions set out below:

- (a) Rates shall be provided in Canadian Funds, inclusive of all applicable duties and fees, but excluding the Harmonized Sales tax (HST). The HST will be added to purchases at invoicing as applicable;
- (b) Rates quoted by the proponent shall be all inclusive and shall include all labour and materials, installation, delivery, travel, and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law;
- (c) Rates quoted shall not include any expenses of a personal nature The City of Thunder Bay (COTB) will not reimburse the Consultant for such expense. Such expenses include but are not limited to expenses for:
 - recreational purposes (e.g. video rentals, mini-bars, etc.);
 - personal items;
 - traffic and parking violations;
 - social events or alcoholic drinks.
- (d) All expenses must:
 - be work-related,
 - be modest and appropriate, and
 - strike a balance among economy, health & safety, and efficiency of operations
- (e) Receipts: Should any travel expenses be reimbursable by COTB, the original receipts (not photocopies) must be submitted with all claims unless otherwise indicated in the Agreement or RFP document. Credit card slips by themselves are insufficient to support a claim for reimbursement.

- (f) Car Rental: The size of the rental car must be the most economical and practical required for the business task and number of occupants. Exceptions must be documented and approved by the appropriate COTB Manager (spending authority). Luxury and sports car rentals are prohibited.

The rental car must be refueled wherever possible before returning it, in order to avoid higher gasoline charges imposed by the rental car agency.

Full insurance must be placed on the any vehicle driven by a representative of COTB.

- (g) Accommodation: Reimbursement for overnight accommodation within the Consultant's headquarters area will not normally be authorized.

Reimbursement will be made for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

Reasonable and appropriate actual meal expenses will be reimbursed, subject to approval by the COTB Manager (spending authority), if the expenditure is incurred when the claimant is required to work during or through normal meal periods or when, during a normal meal period, the Consultant is away from his or her headquarters area on COTB business.

Original, itemized receipts must be provided with claims for reimbursement of actual meal expenses. Reimbursement must not exceed the amount actually spent (including taxes and gratuities) as validated by a receipt accompanying the claim.

Reimbursement of meal costs must not include the reimbursement for any alcoholic beverages.

No reimbursement shall be made for meals consumed at home prior to departure or on return, or for meals included in the cost of transportation, accommodation, seminars and/or conferences.

Reimbursement of an expense for a meal consumed within the headquarters area may trigger a taxable benefit.

Execution of Agreement

City of Thunder Bay anticipates that a proponent will be selected within fifteen (15) business days of the Proposal Submission Deadline. Notice of selection by City of Thunder Bay to the successful proponent will be in writing. The selected proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP. Upon receiving such notice the successful proponent shall satisfy any other applicable conditions of this RFP within seven (7) days of notice of selection. This provision is solely to the benefit of The City of Thunder Bay and may be waived by The City of Thunder Bay at its sole discretion.

A proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of selection, may be disqualified. The City of Thunder Bay acknowledges the need to add transaction-specific particulars to Schedule 1 of the Form of Agreement but The City of Thunder Bay will not otherwise make material changes to the Form of Agreement.

In addition to all of The City of Thunder Bay's other remedies, if a successful proponent fails to execute the Agreement or satisfy any other applicable conditions within seven (7) days of notice of selection, The City of

Thunder Bay may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

Indemnity

The successful proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Insurance

The successful proponent shall, at its own expense, obtain and maintain until the termination of the contract, and provide the City with evidence of:

Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000 dollars) and shall include the City as an additional insured with respect to the City's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

Automobile liability insurance for an amount not less than Five Million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

Professional Liability (Consultant): The successful proponent shall carry insurance covering the work and services described in this agreement. Such policy shall provide coverage for an amount not less than Two million (\$2,000,000) dollars. The Owner will not accept an agreement which limits the liability of the proponent to the amount of its liability insurance coverage.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

The successful proponent shall not commence work until such time as evidence of insurance has been filed with and approved by the Manager Supply Management for the City. The successful Firm shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

Conflict of Interest

The Contractor shall disclose to the City of Thunder Bay without delay any actual or potential situation that may be reasonable interpreted as either a conflict of interest or a potential conflict of interest. A breach of this section by the Contractor shall entitle the City of Thunder Bay to terminate the agreement, in addition to any other remedies that the City of Thunder Bay has in this Agreement, in law or in equity.

Workplace Safety and Insurance Act (From Successful Proponent Only)

Upon award, the successful proponent shall submit a copy of a valid and current “Clearance Certificate” from the WSIB. This information is available to the Proponent on-line at www.wsib.on.ca.

Any proponent deemed to be WSIB exempt, not required by law, an independent operator or ineligible for a clearance certificate must provide an equivalent employer’s professional liability insurance policy that includes coverage not limited to loss of earnings benefits and health care coverage. It is also the responsibility of the proponent to ensure that coverage does not lapse for the entire duration of the contract. Upon expiry of a clearance certificate a valid certificate should be forwarded to the City.

Certificates Required: (From Successful Proponent Only)

Prior to the commencement of any work under this contract the successful proponent will file with the City a Certificate of Insurance on the City’s form provided and a WSIB Clearance Certificate. No purchase order or agreement will be issued until all insurance and WSIB requirements have been satisfied.

EVALUATION

An Evaluation Committee has been established to review and evaluate each proposal based on the criteria and scoring listed below. Examples of some elements of the proposal that will be scored under each criteria are provided in the table below.

Presentation

Based upon evaluation results of the RFP, the City may require a one hour presentation from the top three (3) highest scoring proponents prior to award. All such presentations will be presented by the “project team identified” and shall be at the bidder’s expense. Any additional information may in no way materially alter or add to the submission originally proposed.

Presentations will be conducted on a date and location to be determined. Proponent(s) will be contacted to set up a presentation time and location within Thunder Bay. Failure to attend on the date specified may be cause for disqualification.

	CRITERIA	MAX. SCORE
1.	Cost to the City of Thunder Bay	20
2.	Experience and Capacity <ul style="list-style-type: none"> • Experience of Firm (projects specific to transportation engineering and planning, EA management) • Experience of Project Team Identified • Sample of Ontario Transportation Master Plan • Roundabout Designs • References • Gantt Chart/Proposed Schedule 	40

3.	Approach <ul style="list-style-type: none"> • Model information gathering method • Model Development Methodology • Environmental assessment plan • Approaches to consultation • Method to update AT Plan 	30
4.	Demonstrated Environmental & Social Stewardship – environmental friendliness of the product or service and/or unique environmental or social initiative(s) the company has undertaken	5
5.	Value added proposed	5
	Submission Evaluation Sub-Total	100
6.	Presentation	15
	Submission Evaluation Total	115

PROPOSAL SUBMISSION REQUIREMENTS:

The City of Thunder Bay, Engineering Division invites proposals from qualified firms for a **Transportation Master Plan** in accordance with the following City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations, City By-Law Number 113-2011, General Requirements and Scope of Work.

Submissions should include, but not necessarily be limited to, the following:

Cost

1. The upset limit of the project cost according to the Schedule of Pricing on page 27, in Canadian Fees (HST is to be Extra).
2. Provide a breakdown of hourly rates for all personnel and details of disbursements, including, but not limited to travel, expenses, administration etc. The rates provided may be used as fees for additionally approved services.

Experience and Capacity

3. Legal name of firm, its office location, telephone number(s), include a company profile including the background, size and experience and expertise in the field of transportation engineering and planning;
4. Identify and provide CVs for the following project team members from your firm;
 - Project Manager responsible for the delivery of the TMP on time and on budget, and acting as the main point of contact with the City of Thunder Bay
 - Transportation Engineer, licensed with Professional Engineers Ontario, with experience completing TMPs for Canadian municipalities with populations over 100,000, and urban transportation modeling, and experience designing active transportation corridors and roundabouts
 - Environmental Assessment Planner with 10 years of experience completing Master Plans and MCEAs including TMPs for medium sized Canadian municipalities. The EA Planner must have experience managing projects that have gone to a hearing and have appeared as an expert witness

- Aboriginal Liaison with 10 years of experience engaging Aboriginal Bands and communities in consultation
 - Landscape Architect with 10 years of experience designing urban right of ways
5. MANDATORY - Include a sample Ontario Transportation Master Plan your firm has previously completed for another municipality in the last five (5) years, as an attachment. Include the name of the organization, the contact person telephone number and address and approval to contact this client. Include the project responsibility and hours identified project team members have contributed to the sample Ontario Transportation Master Plan;
 6. MANDATORY – Identify five (5) roundabout designs that have been constructed which include local, collector and multi-lane arterial roads. Provide the intersection, the City and the contact person, telephone number and address and approval to contact this client;
 8. Provide three client references from projects specific to Transportation Master Plans in the past five years. Include the scope and scale undertaken by your firm. References given must specify employees in senior management positions with knowledge of the operations to confirm the claimed details;

Approach

9. Describe the proposed information gathering method and model development methodology to be followed which illustrates your understanding of this project scope;
10. Confirm understanding of objectives identified in Part 3 of RFP and methodology to deliver;
11. Confirm understanding of implementation strategy deliverable; include what will be considered to prepare the implementation strategy and possible funding strategies that will be analysed;
12. Confirm understanding of the Environmental Assessment, consultation and communication requirements identified in Parts 5 and 5 of the RFP. Provide details on the proposed processes to meet these requirements including a consideration of Aboriginal consultation.
13. Provide the methodology proposed to update the Active Transportation Plan.
14. Include a Gantt chart in calendar weeks, showing the proposed schedule in sufficient detail to allow a complete understanding as to how and by whom the work is to be carried out;

Other

15. Environmental and Social initiatives your Firm may have undertaken;
16. Value added – Provide information of any value added service that may enhance or add to the requirements set out within the proposal for no additional cost;

In order for the City to evaluate proposals fairly and completely, submissions should follow the numbered format above and provide all of the information requested. Additional information or material may be included as an Appendix. Failure to complete and include information as required may result in your submission not being considered.

TERMS OF REFERENCE

Introduction

The City of Thunder Bay is seeking proposals from qualified consulting firms to provide complete and comprehensive professional and technical services required in support of the development of a city wide Transportation Master Plan (TMP).

The Transportation Master Plan will define policy and direction for future transportation projects and planned growth to the year 2038. The process will allow the City to reflect on its current situation and prepare for future challenges. The TMP will be an effective tool for directing the development of a transportation network that contributes to the City's public health, economic growth, sustainable environments and quality of life.

For the purposes of the Environmental Assessment process, the TMP will follow the provincially approved planning process for Master Plans as outlined in the document entitled “Municipal Class Environmental Assessment (2011)” Phase 1 and 2 to confirm the underlying direction of the plan.

Background

The City of Thunder Bay is located in Northwestern Ontario on the north shore of Lake Superior. The City has had a relatively stable population of 109,000 but is anticipating more growth in the future due to a projected boon in the mining sector.

Surrounded by forests, the City occupies an area of 323 square kilometers, of which 129 are within the defined Urban Limit and 22 are within the defined Suburban Residential area. The balance of the land is defined as rural.

The City’s road network consists of approximately 1900 lane kilometers of arterial, collector and local roads, 750,000 square meters of sidewalks, 50 kilometers of bike lanes/shared lanes, and 50 kilometers of multi-use trails. Thunder Bay has 74 bridges and large culverts that present maintenance challenges as well. A new Enhanced Infrastructure Renewal Program was initiated in 2012 to address the rehabilitation of aging infrastructure providing additional funding for these projects. Below is an overview of the City’s road and cycling networks as determined in 2014.

Road Classification	Quantity
Urban and Rural Arterials	443 lane kilometers
Urban and Rural Collectors	275 lane kilometers
Urban and Rural Local	1,183 lane kilometers

Cycling Facility	Quantity
Bike Lanes	36 lane kilometers
Bikeway Trails	47 lane kilometers
Sharrow Lanes	3 lane kilometers
Cycle Track Lanes	3 lane kilometers

The Thunder Bay Expressway is a provincial highway that forms part of the TransCanada Highway that runs through the City and intersects with numerous at grade intersections and one separated interchange with the city network. The Ministry of Transportation is presently undertaking a study of the Thunder Bay Expressway between Arthur Street and Balsam Street following the planning process for a Group ‘B’ project under the MTO Class EA for Provincial Transportation Facilities. The study is expected to be completed in 2016. Additional City links to MTO highways include Dawson Road (Highway 102) as well as Arthur Street (Highway 130) and Highway 61 leading to the US border.

The City of Thunder Bay operates a transit service. Transit buses run within the urban area of the city. Operating with a fleet of 49 buses on 14 routes, the service runs from about 6 am to midnight in most areas. Approximately 90 percent of the city’s urban area is within 400 metres of a bus stop.

The City has numerous at grade rail crossings with both CN and CP.

Key Outcomes Important to Thunder Bay

Conventional transportation planning has prevailed in the past, with a primary focus on automobile travel: minimize travel time, congestion and collisions. Investments were planned to create capacity. To move towards a more sustainable transportation system the TMP will be more than a list of construction projects to be undertaken over the next 20 years. Three key outcomes have emerged over previous consultation with city staff and stakeholders from Thunder Bay to be confirmed during the MCEA Master Planning consultation and process:

- Inclusive mobility - a city wide perspective on the role of the transportation system. It will allow all residents of Thunder Bay to get where they want to go and it treats all modes – walking, cycling, transit, car – as valid choices that should be safe, barrier-free and reasonably convenient.
- Healthy neighbourhoods - a local perspective on transportation. It will improve individual health through physical activity and better access to services, motivate reinvestment in established neighbourhoods, build social connections and strengthen safety and security.
- Community accountability – a fiscally responsible perspective on transportation. This outcome reflects the need to support established goals and priorities as outlined in the City’s Corporate Strategic Plan and the current and draft Official Plan (OP) and its overarching mandate for fiscal responsibility. The TMP can help optimize transportation spending by avoiding overinvestment in some areas for example unnecessary road widenings, and underinvestment in other areas such as the active transportation network.

Sustainable Transportation Planning – Principles and Priorities for Thunder Bay

In our desire for a more sustainable community, the Transportation Master Plan will be developed following twelve principles and strategic priorities in mind. The following principles are not listed in any order of significance, but were each highlighted as a priority through a review of the Transportation Association of Canada (TAC) briefing entitled Strategies for Transportation Planning and consultation with city staff and community stakeholders.

1. Integrate Transportation and Land Use Planning

The TMP should state and support the importance of the new OP policies related to redevelopment, intensification and quality design in existing areas to encourage walking and cycling trips and to support cost-effective transit service.

2. Protect Environmental Health

The impacts of roads rights-of-way on land, water and ecosystem can be reduced through the minimization of new road construction, sensitive design and maintenance practices, effective storm water management and right of way planting strategies. The TMP will address and integrate these considerations by reviewing the city’s road design and maintenance standards and guidelines.

3. *Incorporate Social Objectives*

Identify strategies to improve public health and safety such as a Complete Street strategy, encouraging active transportation, improving air quality and reducing collisions. Develop policies to reduce negative “quality of life” impacts of transportation facilities and activities including traffic calming, safe crossings for pedestrians and cyclists, reviewing standard cross sections and lane widths, reviewing warrants for road widening and truck routes. The TMP will identify strategies to maximize access and mobility for all users and incorporate requirements of the Design of Public Spaces section of the Accessibility for Ontarians with Disabilities Act.

4. *Support Economic Development*

The TMP will identify strategies to support development or redevelopment of priority areas including north and south downtown cores, Inter City Shopping area, Community Plan areas, subdivision growth areas, and the Thunder Bay Port industry. Provide transportation initiatives to support revitalization in these areas that may include; road network improvements; reduced vehicle access and parking for specific streets; one-way streets; narrow streets; recommendations for improved walking and cycling; streetscaping; recommendations for implementing relevant Ontario Ministry of Transportation (MTO) Freight-Supportive Guidelines.

5. *Take a Strategic Approach*

The TMP will establish a comprehensive strategic framework with a vision, goals and set deliberate, realistic and quantitative objectives that clearly link to other community goals identified in the Corporate Strategic Plan and other city Master Plans.

6. *Consider all Modes*

The TMP will identify barriers to use and strategies to increase walking, cycling, transit ridesharing and commuting.

7. *Manage Transportation Demand*

The TMP will identify strategies for a range of Transportation Demand Management (TDM) approaches in areas that include development approvals, pricing, incentives and outreach.

8. *Manage Transportation Supply*

The TMP will identify strategies to maximize the multimodal capacity of current infrastructure including reviewing traffic warrants, Levels of Service thresholds, one-way streets and roundabouts.

9. *Provide Implementation Guidance*

The TMP will identify a short-term implementation strategy that prescribes early actions to build momentum and lay the foundation for long-term changes. The TMP will identify a long-range implementation strategy that is based on desired outcomes and explains key facility, service,

programs and policy priorities. The TMP will identify subsequent planning efforts that are needed to guide implementation, such as environmental assessment requirements, revision of outdated policies, or new policies.

10. Provide Financial Guidance

The TMP will provide cost implications on all aspects of the plan. Estimate capital and operating costs (including costs of programs, services, facility construction and maintenance) for all modes according to the three planning horizons.

11. Measure Performance

The TMP will identify a performance measurement framework that is tied to the Plan's strategic framework and monitors outputs, outcomes and external influences.

12. Create a Living Plan with Public Involvement

The TMP will involve the public in the transportation planning process and identify ways for public involvement to enhance future programs and project implementation. Identify other processes that will represent extensions or updates to the plan and how they will be integrated into the plan through future updates. The TMP will be a flexible document able to respond to unknown challenges in the future.

SCOPE OF WORK

Part 1 - Develop a Study Foundation

Work Plan

The successful consultant will be required to prepare a Work Plan for the project outlining the tasks, priority order and responsible person for each task. Key deliverables and supporting tasks will be summarized in a Gantt Chart that the consultant will be responsible for updating regularly as the project proceeds. The consultant's Project Manager will use these tools to ensure the project is completed on time and on budget. Issues will be brought forward promptly to the City's attention with suggested resolutions.

Background Information Review

The study must incorporate a review of existing studies and documents as follows:

City of Thunder Bay Documents

- Research Services for the Transportation Master Plan – IBI Group and Noxon Associated (July 2014)
- TBDHU Active Transportation Corridor Analysis – Marshall Macklin Monahan (MMM) (2015)
- White Paper on Origin-Destination Travel Data Collection
- Existing City of Thunder Bay applicable by-laws and policies and the Engineering and Development Standards (most current)
- Transportation Demand Management Plan (2011)

- Transportation Master Plans and Update (1970, 1987 and 1989)
- Draft Thunder Bay Official Plan 2014
- Current Thunder Bay Official Plan 2005
- Becoming Our Best - 2015-2018 Corporate Strategic Plan
- Transit Master Plan (2012-2022)
- Active Transportation Plan (2008)
- Major Municipal Class Environmental Assessments (Golf Links/Junot Widening, Balmoral Street Reconstruction, Northwest Arterial)
- Infrastructure Data Bases for Roads, Sidewalks and Trails– Hansen and GIS
- Traffic Data Bases – Traffic Engineering Software (TES), Aries – Traffic Signal Timings, Accident Database
- White Paper on Origin-Destination Travel Data Collection for Thunder Bay – Inventory of Data and Statement of Needs – David Kriger Consultants Inc. (2015)
- Capital Program Forecasts – Roads, Environment, Parks
- Recent Land Use Studies – Renew Thunder Bay Golf Links Rd/Junot Ave Corridor Study 2012, Parkdale Community Plan
- Parkdale Traffic Impact Study (2015)
- City of Thunder Bay Traffic Impact Study Guidelines
- Levels of Service Thresholds - OP
- Multi-year Accessibility Plan (2013-2018)
- Age Friendly City Services Action Plan
- Inspire Thunder Bay Culture Plan
- Thunder Bay Youth Strategy
- Clean, Green and Beautiful and Image Route Streetscaping Guidelines (2007)
- Urban Design and Landscape Guidelines (2012)
- Crime Prevention Through Environmental Design (2015)
- Urban Design and Image Route Guidelines (2012)
- Waterfront Image Route Vision (2015)
- Earthwise Sustainability Plan (2014-2020)
- Climate Adaptation Strategy (2015)
- Stormwater Management Master Plan (in progress)
- Urban Forest Management Plan (2012-2018)
- Asset Management Plan For the City of Thunder Bay (2015)
- Prince Arthur’s Landing Master Plan – Phase 2
- Waterfront Trail Master Plan (2014)
- Draft Multi-Use Trail Master Plan
- Population and Growth Forecasts

Access to City of Thunder Bay Documents will be provided to the successful candidate.

Outside Agency Documents

- Information from ongoing MTO Thunder Bay Expressway Interchange EA (City of Thunder Bay to provide to successful proponent)
- Design of Public Spaces (AODA)
- Provincial Policy Statement 1.6.7 and 1.6.8
- Northern Ontario Growth Plan, Ontario Municipal Affairs and Housing (Strategic Core Area)
- MTO Freight-Supportive Guidelines
- Other relevant regulatory legislation and documents

Develop Transportation Model

Develop a strategy to collect information on existing transportation demand, including as appropriate time of day, routes, modes, frequency, to be used to develop a multi-modal transportation travel demand model for the City which will be used to estimate existing and projected travel demands and related infrastructure requirements for all modes for future planning horizons.

Assume the City has a budget of \$50,000 to spend on information gathering and modeling. The consultant is to outline a proposed methodology to collect information and create a model and indicate the benefit to the final TMP of completing this work. The consultant will identify which model software, if any, will be used and provide training of City staff in the use of the model. The consultant will transfer all data used in the transportation model, including the networks, to the City and ascertain that the model is accurately functioning on the City's computer system(s). The City will be responsible for the purchase of software for City computers. The model will become the property of the City of Thunder Bay on completion. Alternatively, the consultant can recommend how they will make recommendations without a new model and how better value can be obtained by using this money another way for the TMP or as a savings. The proposed methodology should integrate information already available through the City or other agencies including: Intersection Counts, Screenline Counts, On-Board Transit Survey (2012), Transit Automatic Passenger Counter Data (for past 8 years), MTO Northern Ontario Roadside Intercept Survey (2011), National Household Survey. Other information deemed necessary for modeling or for other recommendations such as an origin-destination survey should be identified including the methodology for collecting the information and the value of the information.

Part 2 – Transportation Impacts with Growth Scenarios

Validate population and growth forecasts provided by the City, filling in required data gaps as necessary. Provide recommendations and facilitate a discussion with the City project team to determine the best growth scenario to use during the study.

Work with the base scenario (no growth) and one long-range growth scenario to examine the transportation needs for Thunder Bay.

Undertake a strategic transportation review and modeling for the base scenario and growth scenario. With each review the consultant shall provide feedback to the City on the impact of each option on the transportation network.

Part 3 – Develop and Test Alternative Transportation Strategies

Identify trends and best practices in the field of urban transportation engineering that will improve transportation experiences in Thunder Bay as well as any existing local initiatives that represent best practices in the field of transportation. Provide analysis that substantiates the benefit of implementing these.

Develop and provide comparative analysis for several transportation strategies and network improvement alternatives that will address the existing transportation deficiencies and those that are expected with the growth option outlined in Part 2. This analysis will include the following objectives:

1. Assess future travel demand scenarios and make recommendations for improved capacity where required (consider alternate road networks for testing, compare metric outputs and produce a list of projects including detailed lane expansion, turn lanes, signalization.) Establish the deficiencies in the existing transportation network taking into consideration the 1987 TMP improvements identified but not completed. Identify transportation issues still to be addressed (analyzing measured capacity). As part of this analysis, prepare a life cycle plan that addresses affordable changes in priority order. Recommend projects considering the principles and priorities in this Terms of Reference and Scope of Work, the Active Transportation (AT), TDM and Transit Master Plans.

The City of Thunder Bay has specific concerns in the following areas. Review, analyze and make recommendations for the following transportation needs:

- a) Secondary access to Highway 61 or 11/17 from Parkdale residential area.
 - b) Re-establish secondary access to Fort William First Nation.
 - c) Additional access to Prince Arthur's Landing.
 - d) Collector road for future development of LPH lands adjacent to Boulevard Lake (Lyon Boulevard).
 - e) Wardrop Avenue extension to North West Arterial.
 - f) Opening Court Street right-of-way (ROW) between Memorial Avenue and Fort William Road.
 - g) Carrick Street north extension and connection to Vickers Street.
 - h) Review timing and budget for North West Arterial (NWA). Consult with MTO and their ongoing Environmental Assessment for the Thunder Bay Expressway which includes the NWA. Determine the impact of the MTO study selected design for limited access to the TB Expressway from Oliver Road and John Street on the City's road network.
2. Signalized and Non-signalized intersections review. General recommendations as necessary to improve operations for vehicles, cyclists and pedestrians. Capacity analysis and recommendations to improve the operation of the intersection at the following locations:
 - a) 5-way intersection at base of Pacific Avenue Bridge
 - b) All Harbour Expressway intersections between the Thunder Bay Expressway and Fort William Road
 - c) Water Street and Red River Road
 - d) Algoma Street and Bay Street
 3. Traffic signal communication system review and strategy for improvement.

4. Examine non-automobile travel modes including sidewalk network, multi-use trails and bike lanes (assess existing AT Plan, Draft Multi-Use Trail Master Plan, Waterfront Trail Master Plan, sidewalk policies) and develop strategies and projects to enhance these plans/policies. Develop mode share split goals and triggers/warrants that can be used to determine when new infrastructure is needed. Make recommendations to update the AT Plan and complete the Multi-Use Trail Master Plan.
5. Review and assess alternatives for a major North/South Active Transportation route (Reference TBDHU AT Corridor Analysis - MMM), recommend route and appropriate design. As part of this review assess the potential for a new AT corridor utilizing existing road capacity by implementing one-way streets.
6. To support redevelopment, enhance pedestrian movement and create more outdoor space for commercial activity, assess the potential elimination or reduction of vehicle access and/or parking to downtown core areas and others. Determine the impact to all users and comment on impact to businesses. As well as others identified as opportunities by the consultant, the following streets should specifically be reviewed:
 - a) Red River Road between Court Street and Cumberland Street.
 - b) Donald Street between Syndicate Avenue and Memorial Avenue.
 - c) Assess potential for the re-opening of Victoria Avenue between May Street and Archibald Street or establishing as outdoor pedestrian space.
7. Determine Regional demands and impact on the City's transportation network in particular on Arthur Street and Dawson Road (consult with the Northwestern Ontario Growth Plan, MTO Northern Highway Program, MTO EA on the Thunder Bay Expressway Interchanges and reestablishing "connecting links" with Provincial Highways.)
8. Review current truck traffic patterns and recommend any changes necessary to the Designated Truck Routes and by-law. Particular attention is required to address significant truck volumes on Arthur Street/Highway 130 and Dawson Road/Highway 102 and options for oversized/heavy loads to the Thunder Bay Terminals at the east end of Main Street.
9. Develop a strategy for traffic calming in residential areas including existing school speed zones and Kiss and Ride programs. Develop warrants to identify locations where different traffic calming measures should be used.
10. Review the Draft Official Plan's transportation policies and provide recommendations for amendments based on this study.
11. Develop roundabout guidelines and identify potential locations for implementation.
12. Review Access Control Policy and provide recommendations for amendments.
13. Complete Streets can be defined as streets that are constructed, operated and maintained for all modes of transportation and for all types of users. Develop a Complete Streets policy within the TMP study including but not limited to the following:

- a) Road classification amendments including provisions for transit, pedestrians, cyclists, new road sections (include new multi-modal thresholds)
 - b) Develop appropriate urban cross sections including right-of-way and road widths to accommodate the complete streets policy (limit sections to major and minor arterials, collector and local roads)
 - c) Develop Pedestrian Crossing and Crossover guidelines including criteria for where they are needed.
 - d) Review the sidewalk policy and sidewalk and multi-use trail infrastructure and make recommendations to inform a future Pedestrian Mobility Plan.
 - e) Review of the road standards and guidelines, both design and maintenance, and provide recommendations that reflect current Best Management Practices to protect and enhance the natural environment.
14. Provide recommendations to support future vehicle developments including electric vehicles, hydrogen cell powered vehicles, autonomous vehicles, others.
15. Review Level of Service Thresholds for network improvements (ex. road widening, additional lanes, turning lanes, multi-modal infrastructure, traffic light locations and timing) and provide recommendations in light of TDM principles. Develop new Level of Service Thresholds for cycling and pedestrian facility improvements.
16. Review City of Thunder Bay Traffic Impact Study Guidelines and make recommendations on amendments.

Part 4 – Develop Implementation Strategy

Develop an implementation strategy for the recommended transportation plan that will address deficiencies from 2018 to 2038 in three planning horizons (short term - next 5 years, medium term - 6 to 10 years, and long term – 11 to 20 years) including:

1. List required infrastructure projects and other supporting tasks, such as EA requirements, policy updates, in priority order.
2. Estimate costs which outline the breakdown in multi-modal components
3. How does this plan inform and amend the OP
4. Outline a performance measurement framework that monitors outputs, outcomes and external influences. As much as possible updating the framework, monitoring and analysis should be resource neutral.
5. Outline what and how follow-ups or updates will be integrated into the plan.

The Implementation Plan must be feasible based on the City's projected funding. Additional funding strategies and sources to supplement the City's existing funding sources are to be identified in the Plan.

Part 5 – Municipal Class Environment Assessment

The development and documentation of the Transportation Master Plan must as a minimum meet the requirements of the Municipal Class Environmental Assessment (MCEA) Master Planning process so the document can be used to satisfy Phase 1 and 2 of the MCEA process when individual projects recommended in the Plan are implemented.

The MCEA process sets out a self-assessment process for municipalities to follow for those projects which occur frequently; are relatively small in scale and have predictable results. Within the MCEA document there is guidance municipalities are to follow with respect to undertaking Master Planning studies. Requirements include developing a statement of purpose and identifying the problem/opportunity, determination and consideration of impact of alternatives, identification of a recommended solution, public notification, Aboriginal, regulatory agency and public consultation.

For this assignment, the consultant is to follow the MCEA Master Planning process and prepare documents so that Phase 1 (Problem or Opportunity) and 2 (Alternative Solutions) of the Municipal Class EA are met for the projects proposed in the TMP. The TMP must also outline additional EA requirements outside the scope of this study as part of the individual projects recommended within the implementation plan.

The Master Plan will contemplate a reasonable range of alternatives to transportation planning including the key outcomes and twelve guiding principles as identified in Parts 3 and 4 to develop the final direction for the Plan. Alternatives will be assessed considering all aspects of the environment to determine the recommended direction. On completion, the Master Plan will provide clear and complete documentation of the process and decision making. Documentation will be replicable, traceable and understandable, leading to a clear, defensible conclusion.

Part 6 – Public Consultation and Communication Plan

A Communication Strategy including a Project Communication Plan and a Public Communication Plan will be prepared by the consultant that will detail communications with City staff for the purposes of updating on progress and exchange of information as well as communication with external stakeholders. The consultant will develop the Public Communication Plan in conjunction with the City of Thunder Bay Corporate Communications Division to ensure that a variety of suitable methods are used to engage the public and facilitate discussion in a creative manner. Public communication must at minimum meet the Municipal Class Environmental Assessment requirements. The consultant is to propose an effective public consultation program that is designed to achieve the following:

- Provide communication material that is educational, in a reader-friendly format geared to all audiences with high quality visuals which can be used after the study for website and printed applications. Communication materials are to meet Ontario Accessibility requirements;
- To provide for the dissemination of information to the public at each component and phase of the project in order that individuals and identified groups may be kept informed of the progress and proposals for change;

- To provide a feedback mechanism to allow public input regarding issues and proposals being considered by the committee which could include, but is not limited to, household and online surveys, public event/space surveys, stakeholder meetings, roundtables, focus groups and community open houses. The consultant is to engage the public in relevant public spaces to gain feedback;
- To ensure that a cross-section of all stakeholders is provided with information regarding the review and that their views are represented and considered in the process (ex. city administration, external agencies, motorists, cyclists, pedestrians, trucking industry, transit drivers, Council);
- To ensure that key stakeholder groups who have expressed an interest in the planning studies are provided with the opportunity to participate in the planning process;
- To provide opportunities for small group discussions and larger community workshops designed to obtain input from a balanced cross-section of the community;
- To provide a brief bi-monthly status report for the City Steering Committee outlining the work completed to date in order to update City Council;
- Coordination with other ongoing city studies so information is consistent;
- A comprehensive program to gain Aboriginal input;
- A minimum of three (3) Public Information Centres (PICs) that satisfy the requirements of the Class EA using a formal process and a presentation at each PIC as well as staffed display material (City will be responsible for costs of advertising, media and space);
- Meeting(s)/presentation(s) with stakeholders including Council, Accessibility Committee, Six Business Improvement Associations (BIAs), relevant Internal Sections (ex. Engineering, Roads, Transit, Parks, Parking Authority, Police, etc.), relevant external groups (ex. Trucking Associations, EarthCare Working Groups, Thunder Bay District Health Unit, etc).
- The consultant's proposal to clearly indicate how many PICs, small group discussions, and larger community workshops will be held and when these will be scheduled in relation to milestone dates;
- Media and notifications to be interactive with a social media presence (consultant to prepare all notification materials such as newspaper notices at study commencement, in advance of PIC/public workshops, and at completion of the report)
- City website materials, social media to be developed by consultant and to be updated as necessary to keep public informed of the process and Plan

The Consultant shall provide materials, coordinate and facilitate all meetings and presentations with external stakeholders and the public. The City will provide meeting space if required, but this must be coordinated by the consultant.

Part 7 – Update Active Transportation Plan

The City of Thunder Bay developed an Active Transportation (AT) Plan in 2008. The Plan defines existing components of the AT network, provides recommendations for new infrastructure to improve the network, and sets design standards for new active transportation infrastructure.

The AT Plan needs to be updated to meet the new direction of the TMP. As a supplement to the RFP response, the consultant is asked to provide a cost and methodology to update the AT Plan in conjunction with the TMP. The update will include amendments to policy and design standards and the AT Route Map which depicts existing and proposed AT corridors and type of cycling facilities.

Deliverables

The following is a summary of the expected, but not limited to, deliverables for this project as further detailed in the RFP:

- To develop a plan for the continued development of Thunder Bay's transportation infrastructure considering relevant current trends and best practices that will meet future demands including a 20 year implementation plan
- A comprehensive work plan for the study
- A multi-modal transportation travel demand-forecasting model to provide a basis for recommendations
- A comprehensive and unique Communication Strategy including a Project Communication Plan and a Public Communication Plan for this study within one month of contract award and revised following review and comment by the Steering Committee
- To generate and conduct a comprehensive, innovative and creative public consultation process that meets the requirements of the MCEA Master Plan process in an effort to determine the core needs and desires of Thunder Bay residents and other users and stakeholders
- Documentation of the MCEA process
- Production, distribution, collection, analysis of (and response to) public inquiries, letters, surveys and questionnaires
- Identification and documentation of the transportation policies to be included in the Official Plan
- To identify trends and best practices in the field of urban transportation engineering both locally and in other communities that will improve transportation experiences in Thunder Bay
- To identify existing local initiatives that represent best practices in the field of transportation
- To develop key performance indicators that will allow City staff to evaluate the implementation and success of the Master Plan
- All drawings and reports are to be stamped by a Professional Engineer registered in Ontario.

- The final report (and any interim reports) will be publishable to the City's website, reader friendly and engaging, and include an executive summary and shall be provided in a printed version in 8½" x11" format, bound and suitable for reproduction in either black and white or colour. The final report will also be made available as an interactive document on a microsite. Ten (10) hard copies of the draft final and thirty (30) hard copies of the final report are to be provided
- Two interim reports in digital format
- A draft final report for review and comment provided six weeks prior to final report milestone date
- An electronic version of the final report shall also be provided on USB drive in bookmarked PDF format. For maps and drawings in the report, the electronic version shall be compatible with AutoCAD
- As either the final report itself or a portion of the report are intended to be placed on the Web, there shall not be content (ex. special tables or charts) within the documents that cannot translate into HTML, PDF or other forms of Web presentation
- Production and presentation of three (3) power point presentations to City Council (presented to Steering Committee prior to City Council), of the proposed scope and direction of the study, interim report, and final report
- The delivered products resulting from the TMP will be owned by The City of Thunder Bay as public documents and are, therefore, subject to the provisions of The Municipal Freedom of Information and Protection of Privacy Act.

Internal Meetings

The consultant shall maintain regular contact with the City's Project Manager to discuss progress, concerns, exchange information, etc. Whenever possible on site meetings between the consultant and internal staff will be coordinated with community engagement components in order to minimize travel costs and to maximize the use of the consultant time while in Thunder Bay.

- A project start-up meeting in Thunder Bay to be held within one month of award with the Steering Committee.
- Bi-monthly project meetings with the Steering Committee (four of the meetings to be held in Thunder Bay with the remaining either held in person or by teleconference or web conference). The consultant will inform the committee of progress on the deliverables at these meetings. In addition, the consultant may be requested to provide progress updates via conference call at other regular intervals throughout the process.

The consultant will be responsible for creating, maintaining and retaining records of all meetings, telephone discussions and interviews including agendas, minutes, and presentation materials. Agendas will be required to be distributed a minimum of three business days prior to meetings. Minutes of meetings must be provided a maximum of one week following the meeting. Internal City meetings shall be booked with the City Project Manager.

Timelines for Project

The completion of the data gathering, model calibration, forecasting and analysis is expected to take approximately sixteen (16) months from the start of the project. The proposed start-up date is July 2016 and the intended completion date is November 2017 for a final report with a report to Council December 2017.

City Project Steering Committee

A Project Steering Committee will be formed to provide internal expertise and support to the Consultant through the Project Manager. The Working Group will help develop and confirm details within the project framework, give input on recommendations and public engagement strategies, and review draft documents for input.

The Working Group will be comprised of the following representatives or representatives from the following City of Thunder Bay sections:

- City Project Manager
- Director Engineering & Operations
- Engineering
- Roads
- Active Transportation Coordinator
- Planning
- Parks and Open Spaces Section
- Financial Services
- Transit
- EarthCare
- Infrastructure and Operations Communications

Proposal Timeline

The following project timeline is anticipated based on best current information and dates are subject to change:

RFP advertised	June 4, 2016
Deadline for RFP questions to Supply Management	June 22, 2016
Deadline for RFP submissions	June 29, 2016
Evaluation of submissions	July 18, 2016
Presentations for RFP submissions (if required)	July 25 & 26, 2016
Selection of Successful Proponent	July/August 2016

SCHEDULE OF PRICING

TRANSPORTATION MASTER PLAN

For The Corporation of the City of Thunder Bay
 -- Infrastructure & Operations – Engineering Division --

The price(s) quoted (other than HST) include all material, labour and disbursement costs such as but not limited to travel expenses, telephone calls, site mileage, insurance costs and all other charges now or hereafter imposed or in force and is a **Total Firm Price**. HST shall be indicated separately from the total cost and must be shown separately on invoicing.

Basis of award of this RFP is subject to budget availability. The City is seeking pricing as follows;

Part 1 - Develop a Study Foundation	\$ _____
Part 2 – Transportation Impacts with Growth Scenarios	\$ _____
Part 3 – Develop and Test Alternative Transportation Strategies	\$ _____
Part 4 – Develop Implementation Strategy	\$ _____
Part 5 – Municipal Class Environment Assessment	\$ _____
Part 6 – Public Consultation and Communication Plan	\$ _____
Part 7 – Update Active Transportation Plan (Provisional)	\$ _____
Total Project Cost (HST excluded)	\$ _____ Total

SUBMITTAL FORM

(This **FORM must be** completed and returned with your submission)

Proponent Covenant:

I/We the undersigned authorized signing officer of the proponent, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.

I/We further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the proponent.

I/We further declare that this submission is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair.

I/We understand that this may result in the rejection of our submission if this declaration is found to be untrue.

I/We have received, allowed for and included as part of our submission all issued Addenda.

Conflict of Interest:

If the box below is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of The City of Thunder Bay (COTB) and have ceased that employment prior to the Proposal Submission Deadline:

Name of Individual:
Job Classification:
Site/Program (where last employed with COTB):
Last Date of Employment with COTB:
Name of Last Supervisor with COTB:
Brief Description of Individual's Job Functions (at last position with COTB):
Brief Description of Nature of Individual's Participation in Preparation of Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide COTB with additional information from each individual identified above in the form prescribed by COTB.

SUBMITTAL FORM CONTINUED

PRINT LEGAL NAME OF FIRM

MAILING ADDRESS

CITY

POSTAL CODE

NAME OF CONTACT PERSON (PRINT)

PHONE NUMBER

FAX NUMBER

CELLULAR NUMBER

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED OFFICIAL

PRINT NAME

DATE



THE CORPORATION OF THE CITY OF THUNDER BAY
CONSULTING AGREEMENT

REQUEST FOR PROPOSAL 2/2016

This consulting agreement is made and entered into as of _____, 2016.

BETWEEN:

The Corporation of City of Thunder Bay
(the "**City**")

- and -

(the "**Consultant**")

WHEREAS the City has requested that the Consultant performs the Services in connection with the Project and the Consultant has agreed to perform such Services subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant agree as follows:

PART I – DEFINITIONS

1. In this agreement, unless there is something in the context or subject matter inconsistent therewith:
 - (a) "**Agreement**" means this agreement consisting of Part I – DEFINITIONS, Part II – GENERAL PROVISIONS and Part III – SUPPLEMENTARY GENERAL PROVISIONS.
 - (b) "**AODA**" means the Accessibility for Ontarians with Disabilities Act, 2005.
 - (c) "**City's Representative**" shall have the meaning ascribed thereto in Section 2(c).
 - (d) "**Consultant's Representative**" shall have the meaning ascribed thereto in Section 2(b).

- (e) "**Party**" means the Owner or the Consultant and "**Parties**" means the Owner and the Consultant, collectively.
- (f) "**Project**" means the development of a city wide Transportation Master Plan.
- (g) "**Services**" shall have the meaning ascribed thereto in Section 2(a).

PART II – GENERAL PROVISIONS

2. **Services** Consultant shall provide and perform, in connection with the Project, the services identified in Exhibit A attached (the "**Services**") in accordance with this Agreement and in compliance with the specifications set forth in Part III – SUPPLEMENTARY GENERAL PROVISIONS. The Services to be performed shall include any services expressly set forth in Part III – SUPPLEMENTARY GENERAL PROVISIONS.

- (a) _____ shall be Consultant's representative (the "**Consultant's Representative**"), who shall: (i) coordinate the performance of the Services and activities required by this Agreement, (ii) be responsible for communicating, on behalf of Consultant, with City, and (iii) attend any meetings and conferences with City, and shall possess the power and authority to bind Consultant.
- (b) _____ shall be City's representative (the "**City's Representative**"), who shall receive and examine documents submitted by Consultant, interpret and define City's policies and render decisions and authorizations in writing, **[and possess the power and authority to bind City].** **[NTD: DISCUSS]**
- (c) Consultant shall not engage the services of any third party consultant **[(including, without limitation, structural, civil, electrical, or mechanical engineers)]****[NTD: DISCUSS DELETION OR AMENDMENT TO REFLECT POSSIBLE SUB CONSULTANTS]** in connection with the Project without City's prior written consent, **[which consent will not be unreasonably withheld].**
- (d) Consultant shall perform the Services under the general direction of the City's Representative and with all due and reasonable diligence, professional skill and competence.

3. **City's Responsibilities**

- (a) City shall furnish any pertinent information that may directly or indirectly affect the Project, including the list of background information contained in Exhibit D. The background information furnished by City pursuant to this Section 3(a) shall be furnished at City's expense. City does not warrant the accuracy of such background information delivered to Consultant, but Consultant shall be entitled to rely upon the accuracy and completeness thereof to the extent such reliance is reasonable. If Consultant observes any errors or omissions in the information

provided by City, Consultant shall give City prompt written notice thereof. All information must be verified by Consultant.

- (b) City shall cause Consultant to be granted such rights to enter upon the property to be used for purposes of the Project as are reasonably required for the performance of the Services.
- (c) City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any event which may substantially affect Consultant's performance of Services under this Agreement.
- (d) City shall compensate Consultant for the Services as provided in Exhibit A.
- (e) City and Consultant agree that the City's Representative's duties may include oversight of Consultant's Services. Consultant shall afford such representative with access to, and review of, the Services and Consultant's work in progress.

4. Payment – Fixed Fee

- (a) In consideration of its performance of the Services, City shall pay Consultant a fixed fee of **[\$]** ("**Contract Price**") **[NTD: THIS AMOUNT INCLUDES FEES AND DISBURSEMENTS AND EXCLUDES HST]** in Canadian funds as compensation for the Services. The Contract Price includes compensation to Consultant for all of Consultant's time, overhead and profit, and all of Consultant's expenses. The Contract Price is subject to increase or decrease only as provided in this Agreement. City shall make payments as follows:

[NTD: DISCUSS PAYMENT TERMS. CURRENTLY STRUCTURED AS PAYMENT BASED ON THE VALUE OF THE COMPLETED PORTION OF THE SERVICES. SHOULD PAYMENTS BE STRUCTURE BASED ON MILESTONES?]

- (i) On or about the first of each month, Consultant shall prepare and submit to City a written statement requesting payment for all Services performed during the preceding month.
- (ii) At least five business days prior to each date on which a payment is due, Consultant shall provide to City, as a condition to such payment, a current clearance certificate from the applicable Workers' Compensation authority, together with such other documentation as is reasonably requested by the City. Final payment shall not be made to Consultant unless a current clearance certificate from the applicable Workers' Compensation authority, together with such other documentation as is reasonably requested by the City, is submitted to the City.
- (iii) Before Consultant submits its first written statement requesting partial payment, it shall submit to City, for its approval, a schedule of values allocated to the various portions of the Project. Upon City's approval, this schedule shall be used as the basis for Consultant's written statements requesting partial payment. The allocation of values shall be merely for accounting purposes and shall in no way alter the fixed fee nature of this Agreement.

- (iv) Partial payments shall be made as the Project progresses in the same proportion as the estimated value of the completed portion of the Services bears to the Contract Price.
- (v) Within 30 days after the Project has been completed and final acceptance has been given by City, City shall pay to Consultant the balance of the Contract Price. Final payment shall not constitute a waiver by City of any claims it may have or which may arise from faulty or defective Services, failure to comply with the terms of this Agreement or the terms of any warranties. Acceptance of final payment by Consultant shall constitute a waiver of all Consultant's claims, except those claims Consultant has previously made to City in writing.
- (b) Payments to Consultant may be withheld, without City being deemed in breach of this Agreement and without any obligation on the part of City to pay interest, to the extent reasonably necessary to protect City against loss, damage or expense resulting from **[(i) defective Services not remedied, (ii) reasonable evidence that the Project will not be completed by the completion date,][NTD: DISCUSS IF APPROPRIATE]** (iii) any failure of Consultant to perform the Services as required under this Agreement, (iv) any failure of Consultant to pay its subconsultants as required herein, or (v) for any other breach or default on the part of Consultant herein. Payment shall be made to Consultant for amounts so withheld when the ground or grounds for withholding payment are removed.
- (c) The Consultant will promptly notify the City of any agreements it has entered into in connection with its provision of the Services where the counterparty would have lien rights against the City's interest in the Project. The Consultant shall, if requested by the City, submit with the second and every subsequent invoice, a statutory declaration, in the form of the most recent version of the "CCDC 9A", stating that payments of all legally valid claims against the Consultant by others have been made for all prior payment periods. The City shall be entitled to retain from all payments to the Consultant the amount of any holdback the City is required to withhold in accordance with the applicable lien legislation governing the Project site. All such holdbacks shall be released in accordance with such lien legislation.
- (d) If any supplier of goods or services to the Consultant registers a claim for lien against the Project, the Consultant will at its own expense arrange to immediately "bond off" or otherwise have the claim for lien removed from title. In the event that the Consultant fails or refuses to "bond off" or otherwise have the claim for lien removed from title the City shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien and all costs incurred by the City in so doing (including, without limitation, reasonable legal fees (on a substantial indemnity basis) and disbursements and any payments which may ultimately be paid out of or pursuant to security posted to vacate the lien) shall be for the account of the Consultant and the City may deduct such amount from any amounts owing to the Consultant.
- (e) Taxes. The Contract Price includes, but is not limited to, all local, provincial, territorial and federal taxes that may be due or charged by reason of the performance of this Agreement by the Consultant. Notwithstanding the

foregoing, the Contract Price shall not include any sum levied on the Contract Price, or any other amounts payable hereunder, by any federal, provincial or territorial government, including Goods and Services Tax, the Harmonized Sales Tax and any similar tax, the collection of which, by the legislation imposing such tax, is an obligation of the Consultant ("**Value Added Taxes**").

5. **Time of Commencement and Completion**

- (a) The Services to be performed under this Agreement shall be commenced within **[NTD business]** days after the date of this Agreement, and shall be diligently pursued to completion thereof.
- (b) Time shall be of the essence and the Services relative to the Project shall be completed no later than **[NTD]**.
- (c) Immediately after execution of this Agreement, Consultant shall prepare and submit for City's information an estimated progress schedule for the Services for the various stages of the Project. Modifications of the estimated progress schedule shall not relieve Consultant of the obligation to complete the Services within the time for completion.
- (d) Consultant shall notify City in writing within 24 hours after any occurrence which in Consultant's opinion entitles Consultant to an extension of time for completion; otherwise Consultant's claim shall be waived.
- (e) If, in City's sole judgment, Consultant's rate of progress indicates that Consultant will be unlikely to complete the Services on or prior to the completion date specified herein, City may, in addition to any other rights and remedies it may exercise under this Agreement, take such steps as City deems necessary to effect completion of the Services on said completion date. Any costs incurred on account of such steps shall be charged back to Consultant.

6. **Changes in the Services**

City, without invalidating this Agreement, may order changes in the Services consisting of additions, deletions, or modifications. Adjustments of the Contract Price and the time for completion of the Service, if any, shall be agreed upon between Consultant and City in writing at the time such extra Services or change is ordered. No extra Services or change of Services shall be made except by a written order from City, and no claim for an addition to the Contract Price or for an extension of the time of completion shall be valid unless so ordered. Such written change order shall only be valid if signed by City's authorized signatory and Consultant's authorized signatory as set forth in Section 2(b) of this Agreement.

7. **Ownership of Documents**

All work product created by Consultant or its personnel in connection with performance of the Services, including but not limited to all deliverables, documentation, reports, computer software, designs, data, inventions, drawings, specifications, plans, schedules, and reports ("**Work Product**"), shall be owned by City whether the Project is completed or not. Consultant hereby irrevocably and unconditionally transfers and assigns to City all of Consultant's common law, statutory and other reserved rights (including copyrights) in all Work Product of

Consultant relating to and resulting from the Services. Consultant may retain copies thereof for its files and internal use.

8. Confidentiality

Consultant shall maintain the confidentiality of all information, data and documents which City provides (or causes to be provided) to Consultant and/or which City holds to be proprietary and confidential (“**Confidential Information**”) and shall not disclose any Confidential Information to any third party or any employees of Consultant except for those employees who have a need to know such information, without City’s prior written consent in each instance, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Confidential Information disclosed to Consultant remains the property of City. All Confidential Information and any copies shall be promptly returned to City (or destroyed if acceptable to City) upon completion of the Services or upon City’s written request. Consultant shall provide written certification of compliance with this Section 8 within thirty (30) days after the request of City. Notwithstanding any limitation herein to the contrary, City shall be entitled to all remedies of law or in equity for any breach or threatened breach by Consultant of its duty to keep confidential any Confidential Information it obtains from City. Consultant shall require each of Consultant’s consultants to execute and deliver similar agreements to maintain the confidentiality of information defined as Confidential Information above. In addition, all public relations matters arising out of or in connection with the Project shall be the responsibility of and handled by City. Consultant shall not make any public announcement or publication in connection with the Project without City’s prior written approval in each instance. The obligations under this Section shall survive any termination of this Agreement.

9. Municipal Freedom of Information and Protection of Privacy Act

- (a) The Consultant acknowledges and agrees that the City is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (“**MFIPPA**”) and that information submitted by the Consultant and in the possession of the City is governed by and may be eligible for disclosure in accordance with the requirements of same.
- (b) Prior to disclosing or publishing this Agreement or any terms hereof, including any contractual submissions or other records kept in accordance with this Agreement, the City shall provide to the Consultant a redacted version of this Agreement or other documents or information to be disclosed or published, on the basis that the information so redacted constitutes information which should not be disclosed pursuant to MFIPPA as applicable. The information to be redacted shall be mutually agreed to by the City and the Consultant.
- (c) Disputes in respect of any of the information not redacted shall be referred for resolution in accordance with Section 22 of this Agreement and the information in dispute shall not be disclosed until a determination is made. Any such determination shall be made with reference to the text and principles of MFIPPA.

10. **AODA**

Prior to the commencement of the Project, the Consultant shall furnish evidence of compliance with requirements under AODA, including training for Consultant's staff.

The Consultant shall incorporate accessibility criteria and features in accordance with Ontario Regulation 191/11 made under the AODA when developing specifications and or procuring goods or services on behalf of the City, except where it is not practicable to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, the Consultant shall provide, upon request, an explanation.

11. **Compliance with Codes, Specifications and Applicable Law**

- (a) The Services performed by the Consultant and the Work Product shall conform to any applicable federal, provincial, territorial or local law, regulation, statute, code or ordinance including, but not limited to, regulations relating to air and water pollution control and abatement, occupational health and safety, and building and construction codes. Provided, however, that wherever such laws, regulations or ordinances, etc. are subject to different interpretations which will affect the Project, Consultant shall advise City of the same, and City will cooperate with Consultant in determining the proper approach to compliance.
- (b) City's approval of any Work Product or other document shall not relieve Consultant from any of its obligations under this Agreement.

12. **Witness Agreement**

Consultant shall cause any employees who are retiring from or ceasing to work for Consultant, and shall cause its subconsultants to cause their employees who are retiring or ceasing to work for such subconsultants, who performed part of the Services in respect of the Project, to execute a witness agreement in the form attached as Exhibit "C" and Consultant shall provide copies of such agreements to City upon request. Consultant shall enforce, or cause its subconsultants to enforce, such agreement if and when requested by City. **[City shall reimburse Consultant for the reasonable compensation payable by Consultant or its subconsultants to employee(s) who are required to provide services under the witness agreement.]**
[NTD: DISCUSS]

13. **Warranty**

- (a) Consultant represents and warrants that: (i) it is competent to perform the Services; (ii) it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose; (iii) it has full knowledge of the Project; (iv) it has all professional licenses that may be required by provincial, territorial or local law in connection with the performance of Services in connection with

this Agreement; and (v) it has, or will arrange for, those subconsultants used by it to have the necessary licences as so required.

- (b) Consultant shall: (i) carry out the Services in a diligent and efficient manner; (ii) select and employ on the Services, a sufficient number of properly qualified personnel, provide efficient and effective inspection of quality control procedures and provide administration and other support to its subconsultants and employees to the extent necessary to properly carry out the Services; (iii) perform the Services in accordance with the standard of quality acceptable to the City acting reasonably and in full conformity with the requirements of this Agreement; (iv) in the performance of the Services, it shall exercise the same degree of care, skill and diligence as is ordinarily possessed and exercised by licensed consultants performing services similar to the Services, if applicable, or a first class, consultant currently providing services reasonably similar to the Project in the geographical area where the Project is located; and, (v) provide effective and efficient supervision to ensure that the quality of the Services are as stated in this Agreement.
- (c) Without limiting City's remedies for breach, errors or omissions by Consultant, if defects or deficiencies are found in Consultant's Services during the 12 months following the discovery thereof, Consultant will provide services for the correction of such defects and deficiencies, provided that it is given prompt notice of such defect or deficiency within such 12-month period. Such services will be provided at Consultant's expense. **[NTD: DISCUSS WHETHER THIS SECTION 13(C) IS APPLICABLE FOR THIS AGREEMENT.]**

14. Intellectual Property Infringement

Consultant shall defend at its cost (with counsel reasonably satisfactory to City), protect and save City harmless from all claims and suits for infringement of any intellectual property rights of any Work Product supplied by Consultant, and from all losses, costs, and damages, including, but not limited to, all legal costs on a substantial indemnity basis arising from any suit therefrom.

15. Insurance

- (a) Required Coverage. Consultant and Consultant's subconsultants, and anyone directly or indirectly employed by them, shall maintain:
 - (i) Automobile Liability Insurance against claims for bodily injury, death and property damage, with limits of not less than \$5,000,000 per person and not less than \$5,000,000 per accident or occurrence; alternatively, combined single limits of not less than \$5,000,000. Such insurance shall be primary and non-contributory to any other insurance available to City, as insured or otherwise.
 - (ii) Commercial General Liability Insurance (including, without limitation, coverage for Contractual Liability, Products/Completed Operations, non-owned automobile liability, personal injury, broad form property damage, owners' and contractors' protective, contingent employers liability, cross liability and severability of interest clauses) against claims for bodily injury, death and property damage, with limits of not less than \$5,000,000 in one accident or

occurrence; alternatively, combined single limits of not less than \$5,000,000 each accident or occurrence, \$5,000,000 Products/Completed Operations aggregate and \$5,000,000 general aggregate. Such insurance shall name City as additional insured thereunder, and shall be primary and non-contributory to any other insurance available to City as insured or otherwise. Consultant shall cause any commercial general liability policy to contain a provision requiring the insurance carrier(s) to waive all rights of subrogation against City and its agents and employees.

- (iii) Professional Liability Errors and Omissions Insurance, including contractual liability coverage with limits of (a) not less than \$1,000,000 for each occurrence and \$1,000,000 annual aggregate **[CONSIDER, plus (b) Consultant shall obtain an additional \$1,000,000 in annual coverage, dedicated exclusively to the Project, for total of \$2,000,000 limit for each occurrence and \$2,000,000 limit for annual aggregate].** Consultant shall maintain this coverage [(including the additional \$1,000,000 in excess coverage)] in effect until three years following issuance of certificate of final acceptance of the Project. Upon City's request, Consultant shall give prompt written notice to City of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. **[NTD: RFP REQUIREMENTS INCLUDE PROFESSIONAL LIABILITY INSURANCE COVERING THE WORK AND SERVICES FOR AN AMOUNT NOT LESS THAN \$2,000,000 DOLLARS.]**

- (b) Policy Requirements. The minimum limits of coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies; provided that any such excess or umbrella insurance policies follow the form of the primary insurances and contain a drop down provision in case of exhaustion of underlying limits and/or aggregates. All required insurance policies shall (i) provide coverage on an "occurrence" basis (except for professional liability errors and omissions insurance, which may provide coverage on a "claims made" basis); (ii) provide that no cancellation, non-renewal or change shall be effected without giving City at least 30 days' prior written notice; and (iii) be valid and enforceable policies issued by insurers of recognized responsibility, properly licensed in the jurisdiction where the Services are to be performed, with an A.M. Best's Rating of A- or better and Class VIII or better. Such insurance policies shall not contain a cross-liability exclusion or an exclusion for punitive or exemplary damages where insurable under law. Prior to the commencement of the Services and, thereafter, within five business days of renewal, certificates and endorsements of such insurance shall be delivered to City as evidence of the specified insurance coverage. From time to time, upon City's request, Consultant shall provide City, within five business days, a certified duplicate original of any policy required to be maintained hereunder.

- (c) No Limit on Damages. Nothing contained in these insurance requirements is to be construed as limiting the extent of Consultant's responsibility for payment of damages resulting from performance of the Services under this Agreement or otherwise.

- (d) Self-Insured Retentions. Consultant shall not utilize any self-insured retentions without the prior written consent of City.
- (e) Workers' Compensation. Prior to the commencement of the Services, the Consultant shall provide to the City evidence of the Consultant's compliance with Ontario workers' compensation legislation in the jurisdiction of the Project site, including payments due thereunder.

16. Indemnification

Consultant shall indemnify and save City, its employees and agents harmless from and against any loss, liability, claims or demands (collectively "**Claims**") to the extent caused by or resulting from: (a) the negligent or willful acts, errors or omissions of Consultant, Consultant's subconsultants or any other party for whom Consultant is responsible, (b) any Claims (including without limitation, construction lien claims) of Consultant's subconsultants for payment provided that City has paid Consultant, and (c) any Claims resulting from any breach of this Agreement by Consultant and its subconsultants. Consultant shall, at Consultant's own expense, defend any and all actions based thereon and shall pay all legal fees (on a substantial indemnity basis) and all costs and other expenses arising therefrom. This indemnity shall not apply to any liability for damages caused by or resulting from the negligence of City, its agents or employees or by the negligence, acts, or omissions of any third party other than Consultant's subconsultants or other parties for whom Consultant is responsible.

17. Assignment

City may, without consent of Consultant, assign the Agreement and any license granted herein to an affiliate, successor entity, or other party. In such event, Consultant shall be notified of such assignment and the affiliate, successor entity, or other party shall assume City's rights and obligations under this Agreement. Consultant shall execute all consents reasonably required to facilitate such assignment. Consultant shall not assign this Agreement in whole or in part and shall not assign any monies due or to become due to Consultant hereunder without the previous written consent of City.

18. Termination

- (a) City shall be entitled to terminate this Agreement, with or without cause, without incurring any liability therefor, at any time for any reason whatsoever, provided it gives Consultant five working days notice thereof. "Cause" shall mean any negligence, error, omission or breach of this Agreement by Consultant. If City shall terminate this Agreement without cause or this Agreement is properly terminated by Consultant, then City shall pay Consultant for the Services performed by Consultant up to and through the date of termination, and for the reasonable costs incurred by Consultant for orderly termination. Such amount shall be due and payable to Consultant thirty (30) days after such termination. In the event this Agreement is terminated by City for cause or is improperly terminated by Consultant, Consultant shall not be entitled to any further compensation and shall be liable to City for all costs and damages incurred by City as a result of Consultant's negligence, errors, omissions or breach of contract.

- (b) City may, without cause, in its discretion, order Consultant in writing to suspend, delay or interrupt the Services in whole or in part for such period of time as City may determine. Upon the termination of the suspension, Consultant shall resume its responsibilities hereunder, and the time for completion shall be adjusted for increases in the time caused by such suspension.
- (c) Consultant shall be entitled to terminate this Agreement only if City (i) fails to make payment to Consultant for satisfactory Services and expenses in accordance with this Agreement, and (ii) such failure is not cured within 10 days after Consultant has given City written notice of such failure. In such event, Consultant may, upon five working days' written notice to City, suspend or terminate the performance of Services under this Agreement.
- (d) Consultant's sole and exclusive rights in the event of termination shall be those set forth in this Section 18. Upon any termination of the Agreement, Consultant shall deliver to City all Work Product then completed.

19. Delays, Force Majeure

A delay beyond Consultant's control occasioned by an Act of God may entitle Consultant to an extension of time in which to complete the Services, provided, however, that Consultant shall, within 24 hours of the occurrence of an Act of God, give written notice to City of the cause of such delay. An "Act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of nature of normal intensity for the City of Thunder Bay shall not be construed as an Act of God.

20. Final Acceptance

When the Services have been completed to the satisfaction of City, City shall issue to Consultant a written notice of final acceptance. No partial or progress payment by City shall constitute acceptance of any Services not in accordance with this Agreement.

21. Rights and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act on the part of City or Consultant shall constitute a waiver of any right or duty afforded them under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach of this Agreement, except as may be specifically provided herein.

22. Dispute Resolution

Any claims or disputes between City and Consultant arising out of or related to the Services or this Agreement may be submitted, upon agreement by the parties, to non-binding mediation. Any claims or disputes not resolved by mediation as aforesaid shall be resolved through litigation; provided, however, that City, in City's sole discretion, shall have the right to require that any dispute be resolved through binding arbitration, in which event the same shall be conducted pursuant to the *Arbitration Act* (Ontario). The place of the arbitration shall be determined by the City, acting reasonably. The language of the arbitration shall be in English.

23. **Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given and made (i) if by personal delivery, on the date of such delivery, (ii) if by delivery by facsimile, on the date sent (as evidenced by confirmation of transmission by the transmitting equipment), (iii) if by nationally recognized overnight courier, on the next business day following deposit and (iv) if by certified mail, return receipt requested, postage prepaid, on the third business day following such mailing, in each case addressed at the address or facsimile number shown below for, or such other address as may be designated by notice by, such Party:

To Consultant: **[NTD: CONSULTANT TO PROVIDE.]**

Attention:
Fax No.:

To City: **[NTD: CITY TO PROVIDE.]**

Attention:
Fax No.:

with a copy to:

City of Thunder Bay
500 Donald Street East
P.O. Box 800
Thunder Bay, ON P7C 5K4

Attention: City Solicitor & Corporate Counsel
Fax No.: (807) 623-5468

24. **Audit**

Upon reasonable notice to Consultant and during normal business hours, City may audit or otherwise examine and make copies or extracts of the books and records of Consultant and its subconsultants, in order to verify Consultant's and its subconsultants' compliance with the terms of this Agreement. The rights provided herein shall continue during the term of this Agreement and for a period of seven (7) years thereafter; provided, that books and records pertaining to disputes arising under or relating to this Agreement shall continue to be made available until resolution of such disputes. Any contract between Consultant and any subconsultant shall include a right to audit corresponding to the terms of this Section for the benefit of City.

25. **Miscellaneous**

- (a) This Agreement shall be binding on and inure to the benefit of City and Consultant and their respective successors and permitted assigns.

- (b) This Agreement shall be governed by the internal substantive laws of the province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the province or territory where the Project is situate and all courts competent to hear appeals therefrom.
- (c) If any provision in this Agreement is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- (d) This Agreement constitutes the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous statements, promises, understandings or agreements, written or oral, regarding the subject matter of the Agreement. This Agreement cannot be amended except by written agreement of the parties hereto. **[NTD: CONFIRM WHETHER EXCERPTS FROM THE RFP AND PROPOSAL TO BE INCLUDED IN THE AGREEMENT.]**
- (e) In the event of a conflict between a provision in the body of this Agreement and the provisions set forth in Part III – SUPPLEMENTARY GENERAL PROVISIONS of this Agreement, the provision in the body of this Agreement shall control unless City and Consultant expressly and specifically agree in Part III – SUPPLEMENTARY GENERAL PROVISIONS of this Agreement to waive the application of the conflicting provision contained in the body of this Agreement.
- (f) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and signature pages may be exchanged by facsimile or other electronic communication. All of such counterparts together shall constitute one instrument.
- (g) This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

~ Signature Page to Follow ~

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above mentioned.

THE CORPORATION OF THE CITY OF THUNDER BAY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Consultant)

By: _____
Name: _____
Title: _____

List of Exhibits:

- EXHIBIT A – Services
- EXHIBIT B – Non-Disclosure Certificate (see Section 8)
- EXHIBIT C – Witness Agreement
- EXHIBIT D – Background Information

**THE CORPORATION OF THE CITY OF THUNDER BAY
CONSULTING AGREEMENT**

CONTRACT NO. _____

Between (City) and (Consultant).

PART III – SUPPLEMENTARY GENERAL PROVISIONS

1. Attach Specifications (see Section 2(a)). Attach fee schedule (see Section 4(a)). Attach Project Schedule.

Consider if Services should include any/all of the following (delete or edit provisions as appropriate):

- (a) Consultations with City to ascertain City's requirements for the Project.

[NTD: CITY TO CONFIRM WHETHER ANY ADDITIONAL PROVISIONS ARE REQUIRED.]

EXHIBIT A

SERVICES

[INTD: CITY TO IDENTIFY SERVICES. DISCUSS REFERENCING SERVICES IN RFP (AS CLARIFIED BY THE PROPOSAL) OR INCORPORATING SERVICES IN EXHIBIT.]

EXHIBIT B

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Confidentiality provisions of the Consultant's Agreement dated _____, 20__ ("**Consultant's Agreement**") by and between _____, ("_____") and _____, ("**City**"), that I have been given a copy of and have read the Confidentiality provisions of the Consultant's Agreement, and that I agree to be bound by such provisions.

I understand that the contents of Confidential Information, any notes or other memoranda, or any other form of information that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with that Confidentiality Agreement, and shall be used only for the purpose of advising City with respect to the Project (as defined in the Consultant's Agreement).

I acknowledge that a violation of this certificate constitutes a breach of the Confidentiality Agreement and shall entitle _____ to seek any form of legal or equitable relief.

By: _____
Title: _____
Company: _____
Address: _____
Date: _____

EXHIBIT C

WITNESS AGREEMENT

(the “**Employer**”)

- and -

(the “**former Employee**”)

THIS AGREEMENT made as of the ___ day of _____, 20__, between the Employer, a corporation incorporated under the laws of _____, and having its principal place of business at _____, in the Province of _____; and the former Employee, _____; of _____, in the Province of _____.

WHEREAS the former Employee will retire from or cease working with the Employer effective _____, 20__.

AND WHEREAS the Employer desires to retain the benefit of the services of the former Employee for the purpose of assisting in various litigation referable to events or actions that occurred during the Employee's period of employment with the Employer and in which the Employee had direct involvement, including but not limited to:

and a potential lawsuit involving:

(collectively, referred to as “the action”) on a casual as-needed basis subsequent to the former Employee's retirement/cessation of work, and the former Employee desires to render such services on the terms and conditions set forth in this agreement.

IN CONSIDERATION of the promises and other good and valuable consideration set forth, the parties agree as follows:

1. From the date upon which the former Employee has retired from or ceased employment with the Employer until such period of time that the action has concluded, the former Employee agrees to make himself reasonably available for:
 - (a) consultation with the Employer and the Employer's legal counsel;
 - (b) testimony before the courts, other tribunals, or arbitrators with respect to the events giving rise to the action, if necessary; and

- (c) participation with regard to other court or tribunal or arbitration processes, including but not limited to, any Examination for Discovery or taking of evidence prior to the date of trial.

The Employer hereby acknowledges that it will use its best efforts to ensure that any services or consultation required from the Employee, may be conducted by telephone or other electronic communication that shall not require the Employee's attendance in the City of Thunder Bay, Ontario. Additionally, in the event that the Employee is required to give testimony or participate in any court, tribunal or arbitration process, the Employer shall ensure, where reasonably possible, to schedule such process/matter during a period of time that the Employee is in the City of Thunder Bay.

2. As full compensation for all services provided for herein, the Employer shall pay, or cause to be paid to the former Employee, and the former Employee shall accept:
 - (a) compensation at an hourly rate of \$____ per hour for consultation purposes including but not limited to consultation with counsel for the Employer, to be paid in accordance with the Employer's usual payment practices; and
 - (b) compensation at an hourly rate of \$____ per hour for testimony before the court, tribunal or arbitrator, or other involvement with court, tribunal or arbitration processes, including but not limited to, any Examination for Discovery or taking of evidence prior to the date of trial, to be paid in accordance with the Employer's usual payment practices.
3. Any payments pursuant to paragraph 2 shall be subject to such deductions by the Employer as the Employer is required to make pursuant to law, government regulation, order, or by agreement with, or consent of, the former Employee.
4. The former Employee shall be entitled to reimbursement by the employer for reasonable expenses incurred by him during the course of his duties with regard to the action upon the presentation by the former Employee, of an itemized account of such expenditures together with such vouchers and other receipts as the Employer may request.
5. The former Employee agrees that the period of service under this agreement shall not be considered an extension or continuation of previous employment.
6. The Employer shall continue to indemnify the former Employee against all claims arising out of the former Employee's actions or omissions occurring during the former Employee's employment with the Employer to the fullest extent possible, in accordance with and limited to the terms of the Employer's policies regarding indemnification of staff as amended from time to time, as if the former Employee remained a member of the Employer's team.
7. The former Employee shall not, either during the term of this agreement or at any time thereafter, disclose to any person, unless required by law, any confidential information obtained either prior to or during his period of service concerning the action.
8. The parties agree that this agreement is to be governed and interpreted according to the laws in force in the Province of Ontario.

9. The former Employee acknowledges that he has obtained, or has had an opportunity to obtain, independent legal advice in connection with this agreement and further acknowledges that he has read, understands, and agrees to be bound by all the terms and conditions contained herein.
10. The parties agree that in the event that any provision, clause, article, or attachment that herein, or part thereof, which form part of this agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments, or parts thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto, this ____ day of _____, 20__.

WITNESS

(insert Former Employee)
Name:

(insert name of Employer)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

EXHIBIT D

BACKGROUND INFORMATION

[NTD: CITY TO INSERT LIST OF BACKGROUND INFORMATION INCLUDED IN APPENDIX A OF THE RFP]

T1006748\TOR_LAW\ 8804880\2



FINANCE & CORPORATE
SERVICES DEPARTMENT

SUPPLY MANAGEMENT DIVISION
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue S
PO Box 800
Thunder Bay, ON P7C 5K4

Tel: (807) 625-2252
Fax: (807) 622-0181

NOTICE TO BIDDERS

\$35.00 Document Fee

The City of Thunder Bay charges a non-refundable **Document Fee of \$35.00** (\$30.97 - Plus 13% HST) for Tender and Proposal Documents, payable by cheque, cash or debit. Cheques are payable to The City of Thunder Bay.

- * enclose your **cheque** with your tender or proposal submission.
- * write the tender or proposal reference number on your cheque.

Note: There is **no charge** for Request for Quotations, Expressions of Interest, Sales or Auction bids.

Downloading Documents

Reminder: When downloading documents, it is the Vendor's responsibility to **re-visit** the City's website prior to submitting your tender/proposal to check for any **addenda** that may have been issued. The Addenda must be attached to your tender/proposal document.

Special Note: When downloading tender/proposal/quotation documents, we strongly recommend that you **complete and FAX the REQUEST FORM** to our office. **Fax: (807) 622-0181.**

Submitting Tenders, Proposals and Quotations

- **Tenders** - submit **two (2) copies** (one original and one copy) of your tender bid in the envelope.
- **Proposals** - submit the number of copies **as stated in the proposal** document.
- **Quotations** - submit **one (1) copy**.
- Enclose any/all **addenda** with your submission.
- Write the tender/proposal/quotation **Reference Number** on your envelope.

If you have any questions please call the **Supply Management** office at **(807) 625-2252**.

The **Web Site** Address for a Listing of "Open Bids", Tender Information, and to download documents is:
www.thunderbay.ca/supply



SUPPLY MANAGEMENT DIVISION
Victoriaville Civic Centre (main floor)
111 Syndicate Avenue S
PO Box 800
Thunder Bay, ON P7C 5K4

FINANCE & CORPORATE
SERVICES DEPARTMENT

Tel: (807) 625-2252
Fax: (807) 622-0181

REQUEST FORM

REQUEST FOR BIDDER INFORMATION

COMPLETE and FAX this Form to Supply Management if you are interested in submitting a response to the RFP.

FAX: (807) 622-0181

Note: It is the responsibility of the Bidder to check the City's Website for any addenda or updates prior to submitting your proposal.

PROPOSAL# _____

DESCRIPTION OF PROPOSAL _____

YOUR BUSINESS NAME _____

ADDRESS _____

PO BOX # _____

CITY _____

POSTAL CODE _____

PHONE () _____

FAX () _____

CONTACT PERSON _____

EMAIL ADDRESS _____

www.thunderbay.ca/supply

From:

Ph: _____

City of Thunder Bay
Supply Management Division
Victoriaville Civic Centre
111 Syndicate Ave S (main floor)
THUNDER BAY ON
P7E 6S4

PROPOSAL # _____

CLOSING DATE

When **Downloading** Proposal Documents, **cut or fold this page in half** and **Affix this ADDRESS LABEL** to your proposal submission envelope.
Please indicate the Proposal #. Also include your firm's name in the top left corner.